

Panaji, 6th October, 1977 (Asvina 14, 1899)

SERIES II No. 27

# OFFICIAL GAZETTE



## GOVERNMENT OF GOA, DAMAN AND DIU

### GOVERNMENT OF GOA, DAMAN AND DIU

Home Department (Transport and Accommodation)

Department of Personnel and Administrative Reforms

Notification

No. HD. 25-65/73(T&amp;A):

Order

No. 7-5-74-DIV. I (Part)

On attaining the age of Superannuation on 30-9-1977, Dr. S. N. Chaudhuri, Dean, Goa Medical College, Panaji, shall retire from Government service with effect from 30-9-1977 (A. N.) He shall hand over charge of the post to Dr. G. J. S. Abraham, Professor of Pharmacology, Goa Medical College, Panaji, with effect from 30-9-1977 (A.N.), who will hold the additional charge of the post of Dean, Goa Medical College, Panaji till Dr. Om Prakash Bhargava appointed to the said post vide Govt. of India, Ministry of Health and Family Welfare Letter No. A.32012/4/77-CHS. IV (ii) dated 13-9-1977, joins duty.

By order and in the name of the Administrator of Goa, Daman and Diu.

V. J. Menezes, Under Secretary (Personnel).

Panaji, 26th September, 1977.

Order

No. 4-17-74-DIV. I

Read:— Order of even number dated 19th September 1977.

Consequent upon the placing of the services of Shri M. K. Bezboroah, (IASUT) at the disposal of the Delhi Administration by the Government of India, Ministry of Home Affairs, New Delhi the Administrator of Goa, Daman and Diu is pleased to order that Shri M. K. Bezboroah, IAS will stand relieved with effect from 30-9-1977 (A.N.). He is directed to report to the Chief Secretary Delhi Administration for further posting immediately.

Shri Bezboroah will hand over the charge to Shri K. N. S. Nair, Under Secretary (Coordination and Administration) who will hold it in addition to his duties until further orders.

By order and in the name of the Administrator of Goa, Daman and Diu.

V. J. Menezes, Under Secretary (Personnel).

Panaji, 28th September, 1977.

Corrigendum

No. 12-4-68-Div. I

At Sr. No. 5 of Memo of even number dated 5th September, 1977 the name of the Office may be read as "Office of the Registrar and Notary Services" instead of Office of the District Registrar.

V. J. Menezes, Under Secretary (Personnel).

Panaji, 29th September, 1977.

In supersession of Government Notifications No. HD.25-65/73-A dated 2-6-1973, published in the Official Gazette No. 10, Series II, 7-6-1973 and No. HD.25-65/73-A dated 25-2-1974, published in the Official Gazette, No. 49, Series II, dated 8-3-1974 the Lieutenant Governor of Goa, Daman and Diu in exercise of the powers conferred by section 44 of the Motor Vehicles Act, 1939 (Central Act 4 of 1939) read with rule 4.1 of the Goa, Daman and Diu Motor Vehicles Rules, 1965, hereby nominates the following persons to work on the State Transport Authority, Goa, Panaji:—

1. Shri Francisco Herculano Cordeiro, Civil Judge, Senior Division, Mapusa, Goa. — Chairman — Official.
2. Shri Francisco C. Sardinha, M.L.A., Ungirim, Curatorim, Salcete, Goa. — Non-Official Member.
3. Shri Ramakant D. Khalap, M.L.A., Altinho, Mapusa, Goa — Non-Official Member.
4. The Inspector General of Police, Panaji, Goa. — Official Member.
5. The Chief Engineer, Public Works Department, Panaji, Goa. — Official Member.
6. The Director of Transport, Panaji, Goa. — Member-Secretary and Executive Officer — Official.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

K. B. Verekar, Under Secretary (Home).

Panaji, 28th September, 1977.

### Planning Department

Order

No. 4-19-75-PLG

Read:— Order No. 4-19-75-PLG(Part) dated 28-4-1977.

The ad-hoc appointment of the following officers is continued further for a period from 1-9-1977 to 30-9-1978 or till the posts are filled on regular basis, whichever is earlier.

1. Shri G. K. Verlekar, Statistical Officer.
2. Shri R. B. Dessai, Research Assistant.
3. Shri Ivo M. Furtado, Research Assistant.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. K. Bhandare, Under Secretary (Planning).

Panaji, 1st October, 1977.

## Order

No. 4-19-75-PLG

On recommendations of the Department Promotion Committee for Class II Gazetted posts, the following Officials from the Common Statistical Cadre are hereby promoted on ad-hoc basis, with immediate effect, for a period ending 30th September 1978 or till the posts are filled on regular basis, whichever is earlier.

Sl. No.	Name of Official	Post to which promoted	Pay scale	Place of posting
1.	Shri D. Dessai, Statistical Assistant.	Research Assistant	Rs. 550-900	B. E. S. E. vice Shri B. S. C. C. Dias, who is relieved from additional duties.
2.	Shri A. M. Shaik, Statistical Assistant.	— do —	— do —	B. E. S. E. in post created for Agricultural Census.
3.	Shri J. L. M. Dias, Statistical Assistant.	— do —	— do —	B. E. S. E. in the post created for Economic Census.
4.	Shri D. G. Natekar, Statistical Assistant.	— do —	— do —	B. E. S. E. in the post created for Evaluation Machinery.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. K. Bhandare, Under Secretary (Planning).

Panaji, 1st October, 1977.

## Agriculture Department

## Order

No. 2-2-77 SCD

Shri M. G. Raoot, Subject Matter Specialist (Agronomy) in the Directorate of Agriculture, Panaji is hereby transferred and appointed temporarily *on ad hoc basis* until further orders, to the post of Agronomist, Group A Gazetted, in the Soil Conservation Division of Directorate of Agriculture, Panaji, created under the Government Order No. 1-4-75 SCD dated 31-1-1977 in the pay scale of Rs. 700-40-900-EB-40-1100-50-1300.

This order comes into force with immediate effect.

By order and in the name of the Administrator of Goa, Daman and Diu.

F. A. Figueiredo, Under Secretary (Development).

Panaji, 28th September, 1977.

## Rural Development Department

## Office of the Registrar of Cooperative Societies

No. RCS/AR-I/Salcete/15/77/Vol. II

Read: — (1) This office order No. RES-(1)-181/Goa/75 dated 24-10-1975 superseding the Managing Committee of Carmona Service Cooperative Society Ltd., Carmona-Salcete and appointing a Committee of 4 members under section 78(1)(a) of the Maharashtra Cooperative Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu to manage its affairs.

(2) This office order No. RES-(c)-181/Goa/77 dated 19-4-1977 extending the period of the said Committee upto 23-10-1975.

(3) Letter dated 1-8-1977 from S/Shri J. Caldeiro, Dr. C. Gorge, Z. Nagvenkar and Lucio Viegas, tendering their resignations as members of the Committee appointed by this office.

The Managing Committee of the Carmona Service Cooperative Society Ltd., Carmona-Salcete has been superseded vide this office order cited at Sr. No. 1 above for the reasons indicated therein and a Committee of 4 members of the society has been appointed in its place to look after the affairs of the society in terms of Section 78(1)(a) of the Maharashtra Cooperative Societies Act, 1960 as applied to the Union Ter-

ritory of Goa, Daman and Diu. The period of the said Committee has been extended upto 23-10-1977 vide order cited at Sr. No. 2 above.

However, all the four members of the Committee appointed as per this office order dated 24-10-1975 cited at Sr. No. 1 above vide their joint representation dated 1-8-1977 cited at Sr. No. 3 above, have expressed their unwillingness to continue as members of the said Committee. In view of their unwillingness to continue, I hereby pass the following order:

## Order

In partial modification of this office order at Serial No. 1 above, I, Pukh Raj Bumb, Registrar of Cooperative Societies, Goa, Daman and Diu, by virtue of the powers vested in me under Section 78(1)(a) of the Maharashtra Cooperative Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, hereby appoint the Committee of the following members of the society to manage its affairs for a period upto 23-10-1977 in place of the Committee appointed vide order at Serial Number 1 above.

1. Shri Antonio B. S. D'Souza Rodrigues — Chairman.
2. Shri Simon John Viegas.
3. Shri Exaltasao Furtado.
4. Rev. Fr. Alvito Vaz.
5. Shri Salustriano D'Costa.
6. Shri Lucio Andrade.
7. Shri Camilo D'Silva.
8. Shri Antonio J. Rodrigues.
9. Shri Antonio Soares.

Pukh Raj Bumb, Registrar of Cooperative Societies, Goa, Daman and Diu.

Panaji, 7th September, 1977.

No. RES-(c)-13/Goa/LQD/77

Read: This office order No. RES-(c)-13/Goa/LQD/76 dated 3-9-76 extending the period of the liquidator of Lokmanya V. K. S. S. Society Ltd., Morgim Pernem upto 6-9-77.

## Order

In virtue of the powers vested in me under section 109(1) of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, I, V. G. Patil, Assistant Registrar of Cooperative Societies, Goa, Daman and Diu, hereby extend the further period of the liquidator of Lokmanya V. K. S. S. Society Ltd., Morgim Pernem from 7-9-1977 to 6-9-1978.

V. G. Patil, Assistant Registrar of Cooperative Societies (II) Goa, Daman and Diu.

Panaji, 5th September, 1977.

No. CON-8-Goa/LQD/Vol. II/77

Read:— This office order No. CON-8-Goa/LQD/Notice/75 dated 16-4-1975, appointing Shri R. S. Darvotkar, Junior Auditor Cooperative Societies, Panaji as liquidator of the Goa Cooperative Transport Consumers Society Ltd., Panaji.

Order

In partial modification of this office order cited above Shri Y. S. Manerikar, Sr. Inspector Cooperative Societies, Panaji is hereby appointed as a liquidator of the Goa Cooperative Transport Consumers Society Ltd., Panaji vice Shri R. S. Darvotkar, Jr. Auditor, Cooperative Societies.

V. G. Patil, Assistant Registrar of Cooperative Societies, Goa, Daman and Diu.

Panaji, 23rd August, 1977.

No. RES-(c)-86/Goa/LQD/77

Read:— This office order No. PRD-(c)-86/Goa/LQD/Notice/74 dated 16-8-1974 appointing Shri D. M. Pathan, Senior Auditor Cooperative Societies, Satari as a liquidator of Vijaya Sahakari Dudh Vya. Sanstha Ltd., Golauli, Satari.

Order

In virtue of the powers vested in me under section 109(1) of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, I, V. G. Patil, Assistant Registrar of Cooperative Societies, Goa, Daman and Diu, hereby extend further period of the liquidator of Vijaya Sahakari Dudh Vya. Sanstha Ltd., Golauli, Satari with retrospective effect from 17-8-1977 to 16-8-1978.

V. G. Patil, Assistant Registrar of Cooperative Societies, Goa, Daman and Diu.

Panaji, 22nd August, 1977.

No. RES-(c)-95/Goa/LQD/77

Read:— This office order No. RES-(c)-95/Goa/LQD/77 dated 18-1-1977 extending the period of the liquidator of Carambolim-Corlim V. K. S. S. Society Ltd., Carambolim, Tiswadi upto 9-8-1977.

Order

In virtue of the powers vested in me under section 109(1) of the Maharashtra Cooperative Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, I, V. G. Patil, Assistant Registrar of Cooperative Societies, Goa, Daman and Diu, hereby extend further period of the liquidator of Carambolim-Corlim V. K. S. S. Society Ltd., Carambolim, Tiswadi with retrospective effect from 10-8-1977 to 9-8-1978.

V. G. Patil, Assistant Registrar of Cooperative Societies, Goa, Daman and Diu.

Panaji, 18th August, 1977.

No. RSR-Seva-Carapur/1976-77

Read:— 1) Bye-law of Carapur Sarvona V.K.S.S. (Vikas) Society Ltd., and Maharashtra V.K.S.S. (Vikas) Society Ltd., Sanquelim.

2) Reports of the Pradhan Committee on reorganisation of Primary Agricultural Credit Coop. Societies in the command area of Sanjivani Sahakari Sakhar Karkhana Ltd.

3) This office letter No. RSR/Seva/Carapur/76-77 dated 15-1-77 to Apex Financing Institution, viz. Goa State Coop. Bank Ltd., in terms of section 17A(i) of the Act read with rule 14A(i) of the Coop. Societies Rules 1962.

4) This office letter of even number dated 25-2-77 addressed to the Chairman, Carapur Sarvona V.K.S.S. (Vikas) Society Ltd., Sarvona and Maharashtra V.K.S.S. (Vikas)

Society Ltd., Sanquelim in terms of section 17A(i) of the Act read with rule 14A(i) of the Coop. Societies Rules, 1962.

5) Provisional statements of accounts for the period from 1-7-76 to 30-6-77 and the balance sheet as on 30-6-77 of Carapur Sarvona V.K.S.S. (Vikas) Society Ltd., Sarvona and Maharashtra V.K.S.S. (Vikas) Society Ltd., Sanquelim.

6) The Audit reports of the Carapur Sarvona V.K.S.S. (Vikas) Society Ltd., Sarvona and Maharashtra V.K.S.S. (Vikas) Society Ltd., Sanquelim for the year 1975-76.

1) The Carapur Sarvona V.K.S.S. (Vikas) Society Ltd., Sarvona was registered on 8-11-63 vide registration No. RES-(c)-104/Goa with the main object of benefitting the agriculturists in the village of Carapur, Sarvona of Bicholim Taluka. It was also within its objects to run a fair price shop for sale of Govt. supplied essential commodities.

2) The society has advanced agricultural short term medium term credit as well as medium term credit to its members for purchase of shares of the Sanjivani Sahakari Sakhar Karkhana Ltd. During the course of business the society has sustained loss as on 30-6-77. The accumulated loss is Rs. 2700-94.

3) As regards Maharashtra V.K.S.S. (Vikas) Society Ltd., Sanquelim whose area of operation covers Sanquelim Arvalem and Viridi villages of Bicholim Taluka. It is observed that its working is satisfactory. It is extending agricultural credit, running of fair price shop and also cloth shop. The accumulated profit as on 30-6-77 is Rs. 40974-69.

4) There is still ample scope for developing the Agricultural credit business in the area of Carapur, Sarvona, Viridi, Arvalem and Sanquelim villages. The fair price shop activities and sale of other commodities in these areas will also add to the income of the society. Therefore a common Primary Agricultural Credit Society for the villages of Carapur, Sarvona, Viridi, Arvalem and Sanquelim heading to a most viable unit would be a proper structure.

5) The "Pradhan Committee" on reorganisation of Primary Agricultural Credit Societies in the command area of Sanjivani Sahakari Sakhar Karkhana Ltd., has suggested for amalgamation of marginally viable societies and liquidation of weak societies, so as to have a strong viable unit to cover the entire area of operation of the societies so amalgamated or liquidated.

6) Since the Maharashtra V.K.S.S. (Vikas) Society Ltd., Sanquelim is in a better position to cater to the needs of the members of Carapur Sarvona V.K.S.S. (Vikas) Society Ltd., Sarvona and other agriculturists residing in that area the continuance of the Carapur Sarvona V.K.S.S. (Vikas) Society Ltd., Sarvona is considered to be unnecessary. The comments/objections of the Apex Financing Agency, viz. the Goa State Coop. Bank Ltd., Panaji were sought vide this office letter mentioned at Sr. No. 3 above the Bank has communicated its no objection for the aforesaid amalgamation. The notice in terms of section 17A(i) of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, read with rule 14A(i) of the Coop. Societies Rules, 1962 was issued seeking comments/suggestions of the aforesaid societies vide this office letter at Sr. No. 4 above, but no society has put forth their comments/suggestions so far in the matter.

7) In view of the position as mentioned above this office is of the opinion that it will be in the public interest to amalgamate Carapur Sarvona V.K.S.S. (Vikas) Society Ltd., Sarvona with Maharashtra V.K.S.S. (Vikas) Society Ltd., Sanquelim, so as to have a strong viable unit, having its area of operation covering Carapur, Sarvona, Arvalem Viridi and Sanquelim villages of Bicholim Taluka. In view of the aforesaid circumstances I, pass the following order directing the amalgamation of Carapur Sarvona V.K.S.S. (Vikas) Society Ltd., Sarvona with Maharashtra V.K.S.S. (Vikas) Society Ltd., Sanquelim on the lines mentioned in the order:

Order

In virtue of the powers vested in me under section 17 A(i) of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, read with rule 14 A of the Coop. Societies Rules, 1962 I, V. G. Patil, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu,

direct the amalgamation of Carapur Sarvona V.K.S.S. (Vikas) Society Ltd., Sarvona with Maharashtra V.K.S.S. (Vikas) Society Ltd., Sanquelim subject to the following terms.

1) Bye-law No. 4 of the Maharashtra V.K.S.S. (Vikas) Society Ltd., Sanquelim shall be amended as " उपविधि ५ मधील अटीना पात राहून सांखळी, हरवळे, विडी, सर्वण व कारापुर या गांवात राहणाऱ्या कोणत्याही इसमांस संस्थेचे सदस्य होता येईल.

2) Second sentence of the Bye-law No. 13 of Maharashtra V.K.S.S. (Vikas) Society Ltd., Sanquelim shall be substituted as " एकुण भागभांडवलाची कमाल मर्यादा रु. १,००,०००/- राहिल. तसेच एकुण भागांची संख्या १०,००० इतकी राहिल.

3) The Bye-law No. 38 of the Maharashtra V.K.S.S. (Vikas) Society Ltd., Sanquelim shall be amended to read as " संस्थेच्या कामकाजाची व्यवस्था तिच्या समितीने पाहिली पाहिजे समिती नऊ सदस्यांची राहिल पैकी सहा सदस्य सांखळी, हरवळे व विडी विभागातील व तीन सदस्य सर्वण व कारापुर विभागातील असतील. सांखळी, हरवळे व विडी विभागातील दोन व सर्वण-कारापुर विभागातील एक असे एकुण तीन सदस्य दरवर्षी आळीपाळीने निवृत्त होतील व रिकाम्या होणाऱ्या जागा दरवर्षी गुप्त मतदान पद्धतीच्या निवडणुकीने भरल्या जातील. निवृत्त सदस्यांना तो निवडणुकीस अपात्र नसल्यास या निवडणुकीस उभे रहाता येईल. समितीच्या मुदतीत मृत्युमुळे अगर इतर कारणांवर्ये रिकाम्या होणाऱ्या जागा तिच्या बहुमताने त्या त्या विभागातील सदस्यामधून नेमणुका करून भरल्या जातील. समितीने ५ सदस्य सभेस हजर असले म्हणजे गणपुर्ति (कोरम) होईल. संस्था करीत असलेल्या धंद्यासारखाच धंदा करणाऱ्या सदस्यांना मे. रजिस्ट्रार साहेब यांच्या मंजूरीशिवाय समितीवर निवडून येता येणार नाही.

4) The members of the Carapur Sarvona V.K.S.S. (Vikas) Society Ltd., Sarvona as on date of amalgamation shall be deemed to be the members of the Maharashtra V.K.S.S. (Vikas) Society Ltd., Sanquelim.

5) All the assets and liabilities of Carapur-Sarvona V. K. S. S. (Vikas) Society Ltd., Sarvona including amount recoverable on account of credit, accrued interest etc., shall be transferred to Maharashtra V. K. S. S. (Vikas) Society Ltd., Sanquelim except that the loss on the date of amalgamation will be first adjusted against the building fund contributed by members and balance of loss if any will be adjusted to Statutory Reserve Fund. The liabilities towards Government share capital, accrued interest, sales tax etc., shall be cleared immediately. Since the reorganised Maharashtra V. K. S. S. (Vikas) Society Ltd., Sanquelim is to be assisted under a separate pattern of assistance by Government.

6) The Government share capital contribution in Maharashtra V. K. S. S. (Vikas) Society Ltd., Sanquelim and Carapur-Sarvona V. K. S. S. (Vikas) Society Ltd., Sarvona shall be refunded to Government since the amalgamated unit is to be provided Government share capital under new pattern of assistance.

7) The net profit of Maharashtra V. K. S. S. (Vikas) Society Ltd., Sanquelim as on 30-6-1977 shall be appropriated in terms of its bye-laws No. 80 of the society.

8) All acts done by and agreements or contracts entered into by the Carapur-Sarvona V. K. S. S. (Vikas) Society Ltd., Sarvona with any party hitherto in any respect what so ever shall on merger of this society into Maharashtra V. K. S. S. (Vikas) Society Ltd., Sanquelim be deemed to have been done by or executed by the amalgamated unit and shall continue to be valid and in favour of or against Maharashtra V. K. S. S. (Vikas) Society Ltd., Sanquelim as if the amalgamations were not there.

9) All proceedings initiated by or against the Carapur-Sarvona V. K. S. S. (Vikas) Society Ltd., Sarvona and pending after its amalgamation with Maharashtra V. K. S. S. (Vikas) Society Ltd., Sanquelim shall be continued and disposed off in the name of Maharashtra V. K. S. S. (Vikas) Society Ltd., Sanquelim by the concerned authorities before which such proceedings are pending.

The amalgamation shall be effected from 1-10-1977.

V. G. Patil, Assistant Registrar of Cooperative Societies, Goa, Daman and Diu.

Panaji, 3rd August, 1977.

#### Notification

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Cooperative Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu, the Manisha Cooperative Housing Society Ltd., Ponda is registered under code symbol No. HSG-(a)-53-/Goa.

V. G. Patil, Assistant Registrar of Cooperative Societies, Goa, Daman and Diu.

Panaji, 7th September, 1977.

#### Labour and Information Department

#### Order

CLE/1(CON)/27/75/68/77

The following award given by the Industrial Tribunal, Goa, Daman and Diu on an industrial dispute between the workmen employed on barges and their employers/owners of all barges and Inland Vessels in Goa, is hereby published as required under provisions of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947).

P. Noronha, Under Secretary (Industries and Labour).

Panaji, 3rd September, 1977.

Before Shri R. V. Kollali, Presiding Officer, Industrial Tribunal Cum Labour Court, Dona Paula

Reference No. IT/6/76

Supplementary Award No. 1

1. The President/General Secretary, Goa Dock Labour Union, Vasco-da-Gama.
2. The President/General Secretary, United Bargemen's Association, Vasco-da-Gama, Goa. ... 1st Party

V/s.

Employers/Owners of all Barges and Inland Vessels in Goa.

- i) M/s. Salgaocar Mining Industries Pvt. Ltd. ... 2nd Party
- ii) M/s. Rajaram Bandekar & Sons (Shipping) Pvt. Ltd., Bandekar Bros. Pvt. Ltd., A. V. Sarmalkar & Rajaram N. S. Bandekar.

A

In the award published in the Official Gazette of Goa, Daman and Diu dated 28-5-77, Series II No. 8, this Tribunal made it clear in part six of the reasonings that 243 out of 244 of the Barge Crew of M/s. Salgaocar Mining Industries Pvt. Ltd., had accepted the settlement of 12-3-77 and the remaining one employee was given liberty to urge his own case in the matter of the dispute that was referred for adjudication. By a joint memo filed by United Bargemen's Association and the management's representative before this Tribunal on 1-7-77, it is stated that the remaining one employee has also accepted the settlement of 12-3-77 which has been incorporated in the above said award. In view of the joint memo, the settlement of 12-3-77 is accepted in regard to the remaining one employee of M/s. Salgaocar Mining Industries Pvt. Ltd.,

B

In part nine of the reasonings it has been stated that the settlement of 12-3-77 was binding on 100 out of 102 employees of M/s. Rajaram Bandekar and Sons (Shipping) Pvt. Ltd., Bandekar Bros. Pvt. Ltd., A. V. Sarmalkar and Rajaram N. S. Bandekar and it was clarified that the two remaining employees of the above four concerns were free to urge their own case in the dispute referred to for adjudication to this tribunal. By a joint memo filed before this Tribunal on 1-7-77

on behalf of the United Bargemen's Association and the management's representative it was stated that the remaining two employees of the four concerns had accepted the settlement of 12-3-77. In view of this, the two remaining employees of the four concerns are held to be bound by the settlement dated 12-3-77 which has been incorporated in the award of this Tribunal which has been published in Series II No. 8 on 28-5-77 of the Official Gazette of Goa, Daman and Diu.

In view of the foregoing the following supplementary award is being made.

#### Supplementary Award

The settlement of 12-3-77 which has merged in the award published in the Official Gazette, Series II No. 8 of 28-5-77 is declared to be binding on the remaining one employee of M/s. Salgaocar Mining Industries Pvt. Ltd. (this has reference to B (a) of the said award).

The settlement of 12-3-77 which has merged in the award published in the Official Gazette, Series II, No. 8, of 28-5-77 is declared to be binding on the remaining two Employees of M/s. Rajaram Bandekar & Sons (Shipping) Pvt. Ltd., Bandekar Bros. Pvt., Ltd., A. V. Sarmalkar and Rajaram N. S. Bandekar. (this has reference to B (d) (i) to (iv).

Dated: — 1-8-77. (R. V. KOLLALI)

Place: — Dona Paula. Presiding Officer.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary (Industries and Labour).

Before Shri R. V. Kollali, Presiding Officer, Industrial Tribunal-Cum-Labour Court, Government of Goa, Daman and Diu

Reference No. IT/6/76

#### Supplementary Award No. 2

1. The President/General Secretary, Goa Dock Labour Union, Vasco-da-Gama
2. The President/General Secretary, United Bargemen's Association, Vasco-da-Gama, Goa. ... 1st Party

V/s.

- Employers/Owners of all Barges and Inland Vessels in Goa. ... 2nd Party
- i) M/s. Orient Charterers, Vasco-da-Gama, Goa.

The above dispute between the Barge Crew and their various employees was referred for adjudication by this Tribunal and the details thereof have been set out in the partial award of this Tribunal published in the Official Gazette of Goa, Daman and Diu dated 28th May, 1977, Series II, No. 8. Some of the concerned employees and their employers settled their disputes under separate settlement and the said partial award was made incorporating various settlements which were reported to this Tribunal.

M/s. Orient Charterers and their nine employees have entered into a settlement of 4th May, 1977. A joint memo with a copy of settlement Exh. 24 and file of employees consent at Exh. 24(a) has been filed by the United Bargemen's Association and the management's representative requesting that the settlement which had been accepted by all the nine employees and the employer be accepted and an award be made in terms of it.

All the employees have accepted the settlement. The employer has also accepted the settlement. The joint memo makes it clear that the payments which had to be made in terms of the settlement to the employees have been made. The settlement is on the same lines as those which have been incorporated in the partial award already referred to. The workmen have got an increase ranging from Rs. 195 to Rs. 209 per month with retrospective effect from 1-1-75. The settlement is, therefore, accepted as being fair and advantageous to the workmen and as being conducive to peaceful atmosphere in the industry. An award is, therefore, made in terms of it.

#### AWARD

The settlement of 4th May, 1977, between M/s. Orient Charterers and all their employees is accepted and shall form

part of and be annexed to this award. Award made accordingly.

Dated: — 1-8-77.

(R. V. KOLLALI)

Place: — Dona Paula.

Presiding Officer.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary (Industries and Labour).

#### MEMORANDUM OF SETTLEMENT

(Under Sec. 2(p) r/w Sec. 18(1) of the Industrial Disputes Act)

#### NAMES OF THE PARTIES:

Representing Employer	Representing Bargecrew
Shri Harishchandra Anand, Attorney, Orient Charterers, Vasco-da-Gama, Goa.	1. Shri G. D. Bhadkamkar, General Secretary United Bargemen's Association, Vasco-da-Gama.
	2. Shri G. R. Sawant, Secretary, United Bargemen's Association, Vasco-da-Gama.

#### SHORT RECITAL OF THE CASE

THIS SETTLEMENT made at Vasco-da-Gama, Goa on the 4th day of May, 1977 BETWEEN M/s. ORIENT CHARTERERS AND the Barge-crew employed by them and represented by United Bargemen's Association (hereinafter referred to as "the Association").

WHEREAS the Association submitted a Charter of Demands dated 25th April 1975 to the Bargeowner who is a party to this Settlement;

AND WHEREAS the Bargeowners appointed a Negotiating Committee to discuss, negotiate and settle with the Association on their behalf in respect of the Charter of Demands submitted by the Association;

AND WHEREAS the said Committee, pending finalisation of the settlement, arrived at an agreement in respect of the demand for interim relief on 13th August 1975;

AND WHEREAS the Government of Goa, Daman and Diu by their order dated 27-3-1976 referred the dispute in connection with the service conditions of the Bargecrew for adjudication by the Industrial Tribunal, Goa, Daman and Diu and the said Reference is marked as Reference (IT) No. 6 of 1976;

AND WHEREAS the Association filed a Special Civil Application No. 62 of 1976 in the Court of the Judicial Commissioner for Goa, Daman and Diu;

AND WHEREAS pursuant to further discussions and negotiations the majority of the bargeowners have arrived at settlement dated 12-3-1977 to the intent that it shall be binding on them in terms of Section 2(p) read with Section 18 of The Industrial Disputes Act, 1947 (hereinafter referred to as "the Act").

AND WHEREAS the Bargeowner, who is a party to this settlement, could not sign the said settlement on 12th March 1977 due to certain genuine difficulties through the terms and conditions were accepted by the Bargeowners.

AND WHEREAS pursuant to further discussions and the negotiations the parties have arrived at the following settlement to the intent that it shall be binding on them in terms of Section 2(p) read with Section 18 of the Industrial Disputes Act 1947 (hereinafter referred to as "the Act").

NOW THIS SETTLEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES hereto as follows:

#### Terms of Settlement

##### 1. Revision of Pay Scales and Pay Fixation:

(a) The parties agree that the revised scales of pay will be as shown in Annexure I hereto.

(b) The new classification of the bargeowners in three groups, as shown in Annexure II hereto, shall come into force with effect from 1-1-1977 and the Bargeowner is classified in Group III of the Annexure II.

(c) The revised scales of pay shall come into effect from 1-1-75.

## 2. Dearness Allowance:

The parties agree that with effect from 1-1-75 Annexure II the existing rates of dearness allowance will be revised as per Annexure III to this Settlement.

## 3. Variable Dearness Allowance:

The Variable Dearness Allowance shall be paid Annexure IV as per rates shown in Annexure IV attached hereto, with effect from 1-1-75.

## 4. Compensatory Allowance:

The Bargeowner agrees to introduce with effect from 1-1-75 Compensatory Allowance at the rate of 8% of the basic wages p.m. payable to the bargecrew.

## 5. House Rent Allowance:

The parties agree that with effect from 1-1-75, the House Rent Allowance will be revised from 8% to 10% of the basic wages p.m. of the Bargecrew subject to a minimum of Rs. 15/- and maximum of Rs. 55/- per month. Save and except to the extent mentioned above, the existing terms and conditions of payment of House Rent Allowance to barge crew shall continue.

## 6. Washing Allowance:

The Bargeowner agrees to pay to every Bargecrew Rs. 5/- per month as washing allowance with effect from 1-1-75.

## 7. Boarding Allowance:

The existing compensatory/boarding allowance shall be revised with effect from 1-1-75 from 31% to 40% of basic wages with a minimum of Rs. 55/- per month and shall henceforth be termed as Boarding Allowance. No dearness allowance will be admissible on this allowance. But it will be counted for the purposes of Bonus, Gratuity, Provident Fund and leave benefits.

## 8. Food Subsidy:

In consideration of the Bargecrew being required to be on attendance on the barges round-the-clock and ply the barges as and when necessary, the Bargeowner agrees to pay to each Bargecrew a sum of Rs. 45/- per month as food subsidy with effect from 1-1-75.

*Note:* The food subsidy shall be deemed to be wage for the purposes of short hand money Provident Fund, Bonus, Gratuity, paid leave/holidays and retrenchment compensation only.

## 9. Fitments:

The bargecrew shall be fitted in the revised scales applicable to them in the manner shown below:—

It is agreed between the parties that an employee in each category should get a total rise in their pay as on 1st January 1975 with the ranges prescribed below, based on the norms set out in sub-clauses (a) to (c).

Khalasis/Sailors	Between Rs. 105 to Rs. 115/-
Asst. Masters (Sukanis)/ Asst. Drivers (Oilmen)	Between Rs. 114 to Rs. 125/-
Drivers Class II	Between Rs. 125 to Rs. 140/-
Masters Class II/ Drivers I	Between Rs. 134 to Rs. 150/-

a) The minimum limit of total rise in pay packet shall be strictly adhered to.

b) If as a result of sub-clause (a) a bargecrew is entitled to an increase in excess of the maximum limit of the range for the respective category, the barge crew at subsequent stages in the old scale will be fitted at the same point in the revised scale so, however, that no barge crew shall draw less than the minimum limit prescribed under sub-clause (a).

c) Notwithstanding anything contained in sub-clause (b), if as a result of bunching more than three consecutive stages in the old scale are grouped together at the same stage in the revised scale the bargecrew at the fourth, fifth and sixth stage in the old scale and seventh, eighth and ninth stage in the old scale shall be allowed the benefit of one and two increments respectively in the new scale applicable to him without any regard to the maximum rise for the respective categories.

d) The parties have prepared on the basis of sub-clauses (a) to (c) above an agreed chart for each group showing fitment of the old basic pay in the appropriate stage in new basic scales and these charts will be binding upon the parties in case of any dispute on fitment at a later date.

e) After fitment of workmen in the revised scales in the manner set out above the future annual increments in the revised scale shall be granted to the bargecrew on next due date as per his original date of getting increment.

## 10. Compensatory Off:

(i) It is agreed between the parties that with effect from 1-1-1977 the bargeowners shall give compensatory off on the following pattern and they shall be credited at the rates given below to the compensatory off account at the end of each calendar year.

(a) The barge crew shall be entitled to 15 compensatory offs in each calendar year subject to the condition that each barge crew puts in minimum actual attendance on the barge for 240 days in a calendar year. In the case of barge crew putting less than 240 days of attendance on the barge reduction in compensatory off shall be made at the rate of 1 compensatory off for 16 days of non-attendance; or

(b) The bargecrew shall be entitled to one compensatory off for every ten trips in a calendar year; whichever is higher.

(ii) It is further agreed that the first credit of compensatory offs to the account of the bargecrew in terms of clause (i) above shall be in respect of the calendar year 1976 to be credited to his account as on 1-1-1977.

## 11. Working Hours:

The Association contends that there should be fixed working hours for the bargecrew and though the pattern of the bargecrew being required to be on board round-the-clock and ply the barges as and when required has been in force all along, this is the opportune time to revise the said pattern and the workmen should no longer be asked to work as per the existing pattern. The bargeowner on the other hand contends that changing the existing pattern is not practical or feasible as it would pose innumerable difficulties. It is therefore agreed that in consideration of the bargecrew continuing to work in accordance with existing pattern, the bargeowner has revised the existing scales as per Annexure I, Boarding Allowance as per clause 7 and have introduced Food Subsidy under clause 8 and compensatory off under clause 10.

## 12. Overtime:

In view of the Settlement in relation to the demand of working hours the demand is not pressed and settled accordingly.

## 13. Weekly Offs:

The existing practice of granting weekly offs shall continue.

## 14. Leave:

### a) Privilege Leave

The parties agree that the barge crew shall be entitled to 30 days privilege leave with pay for actual attendance of 240 days in a calendar year. Actual attendance means actual attendance on the barge and includes the period of absence on account of accident arising out of and in the course of employment. The ratio of leave to actual days of attendance shall be maintained at the time of crediting the leave.

The Privilege Leave can be accumulated upto a maximum of hundred days at any given time.

### b) Sick Leave

The parties agree that the existing practice shall continue and the demand is not pressed and is settled accordingly. Sick leave can be accumulated to a maximum of sixty days at any given time.

### c) Casual Leave

The bargeowner agrees to give the bargecrew total seven days casual leave per annum on the following terms and conditions:

i) Casual Leave shall be available to Bargecrew for emergent and unforeseen circumstances;



ii) Casual Leave may either be prefixed or suffixed (but not both) to weekly off and/or paid holiday and/or compensatory off only.

iii) Bargecrew shall not be entitled to take more than three days casual leave at a time.

iv) As far as possible, sanction for Casual Leave shall be obtained in advance.

v) Casual Leave shall not be permitted to be accumulated and shall lapse at the end of the calendar year.

#### 15. Public Holidays:

a) The parties agree that the following eight Holidays shall be declared as paid Holidays:

- (1) Republic day.
- (2) May day.
- (3) Independence Day.
- (4) Gandhi Jayanti.
- (5) Goa Liberation Day.
- (6) Ganesh Chaturthi.
- (7) Divali.
- (8) Christmas.

(b) As regards working on Holidays and payment thereof is concerned, the existing practice shall continue.

#### 16. Medical/Accident Benefit:

The existing Medical/Accident benefit provided by the Bargeowner shall continue.

#### 17. Uniforms:

The existing practice will continue.

#### 18. Goa Compensatory Allowance:

The demand is not pressed and is settled accordingly.

#### 19. Bhandaris/Cooks:

The demand is not pressed and settled accordingly.

#### 20. Leave Travel Concession:

The demand is not pressed and settled accordingly.

#### 21. Educational Allowance:

The existing practice shall continue.

#### 22. Filtered Water:

The bargeowner shall adhere to legal provisions in respect of this demand.

#### 23. Conveyance:

The existing practice shall continue.

#### 24. Postal Delivery:

The existing practice shall continue.

#### 25. Insurance Scheme:

The existing practice shall continue.

#### 26. Advance:

The demand is not pressed and settled accordingly.

#### 27. Bonus:

The Bonus shall be paid by the respective Barge-Owners in accordance with the provisions of The Payment of Bonus Act, 1965.

#### 28. Medical Facilities:

The existing medical benefits granted to the Bargecrew shall be revised with effect from 1-1-77 from Rs. 125/- per annum to Rs. 150/- per annum.

#### 29. Relieving Staff:

This demand is not pressed and settled accordingly.

#### 30. Retrenchment Protection to Bargecrew:

This demand is not pressed and settled accordingly.

#### 31. Trip Incentive Scheme:

The existing trip incentive scheme shall continue during the subsistence of this settlement.

#### 32. Gratuity:

The bargeowner will pay gratuity to the bargecrew irrespective of the salary or wages drawn by them at the date they become entitled to gratuity at the following rates:

Half month wages for each completed year of service subject to a maximum of 20 months.

#### 33. Adjustment of Interim Relief:

It is agreed that the interim relief and lumpsum payment made to the Bargecrew pursuant to the agreement dated 13-8-1975 shall be adjusted against the arrears payable to the bargecrew in terms of clause 9 of this settlement.

#### 34. Additional payments:

In addition to the benefits conferred on the bargecrew, the bargeowner has agreed to pay to the bargecrew (i) Rs. 25/- per month for the period 1-1-75 to 31-8-75 for each of the months he has been in service during the said period; and

(ii) 22% of the arrears payable to the bargecrew under clause 9 read with clause 33 and 34(i) of this settlement and in respect of arrears of short hand money arising as a result of revision of their pay.

#### 35. General:

a) It is agreed that during the pendency of this Settlement the bargecrew and/or Association shall not raise any demand involving financial burden on the bargeowners, except Bonus under The Payment of Bonus Act, 1965.

b) This settlement shall be in force for a period of three years from the date of this Settlement and shall continue to remain in force until terminated in accordance with the provisions of the Act.

c) It is agreed that the Association will withdraw the Special Civil Application No. 62 of 1976 filed before the Judicial Commissioner.

d) The parties agree to forward jointly copies of this Settlement to the various authorities as required under the Act and Rules and further to make necessary application to the Industrial Tribunal, Goa, Daman and Diu for making an Award in terms of this Settlement.

e) The arrears payable under this Settlement shall be paid to such of the bargecrew who in writing accept this settlement and agrees to be bound by the terms thereof.

f) The arrears arising out of this Settlement for the period from 1-1-1975 to 28-2-1977 will be paid in two instalments. The first instalment i.e. 50% of the total arrears payable under this Settlement will be paid on or before 31st March 1977 and the next instalment on or before 31st December 1977. The date of payment will be fixed in consultation with the Association and the payment will be made in the presence of Association office-bearers.

g) The arrears arising out of this Settlement shall also be paid to such of the Bargecrew who were in service on 1-1-1975 or thereafter but who are no longer in service on the date of this Settlement, for the period for which they were in employment.

h) For purpose of calculating payment of bonus the arrears paid to the bargecrew under this Settlement shall be taken into account as wages in the year in which payment is made provided however that such payment is in respect of items which fall under the definition of wages, in the Payment of Bonus Act, 1965.

For Bargecrew:

For Employer:

1. (G. D. Bhadkamkar)  
General Secretary  
United Bargemen's  
Association.

(Shri Harishchandra Anand)  
Attorney,  
Orient Charterers,

2. (G. R. Sawant)  
Secretary,  
United Bargemen's  
Association.

Witnesses:

1. Sd/-

2. Sd/-

Vasco da Gama.

## ANNEXURE I

## Revised Scales of Pay for categories of Bargecrew

Category	Group of	Revised Scales of Pay
Sailor	III	120-5-170-6-230
Asstt. Master (Sukhani)	} III	165-6-225-8-265-10-315
Asstt. Driver (Oilman)		
2nd Class Drivers	III	240-10-340-12-460
1st Class Drivers	}	285-12-405-14-475-16-555.
2nd Class Masters		

160-249	0.50 per cent of pay subject to a minimum of Rs. 95-40 Paise.
250-349	0.40 per cent of pay subject to a minimum of Rs. 1,245/-.
350-499	0.30 per cent of pay subject to a minimum of Rs. 1,396/-.
500 and above	Rs. 1.50 Paise.

## Review of V. D. A.

The rates of V. D. A. should be revised every six months on 1st April and 1st October, on the basis of the average All India Working Class CPI No. (Base 1949-100) for preceding six months of July-December and January-June respectively.

The fraction of the average increase in the index number should be ignored if it is less than 0.5 but 0.5 or more should be rounded off to the next higher point.

## ANNEXURE II

## Classification of Employers/Bargeowners

## GROUP I:

- 1) V. S. Dempo & Co. Pvt. Ltd., Panjim.
- 2) Chowgule & Co. Pvt. Ltd., Mormugao.
- 3) V. M. Salgaocar & Bro. Pvt. Ltd., Vasco-da-Gama.
- 4) Salgaocar Mining Industries Pvt. Ltd., Vasco-da-Gama.
- 5) Sesa Goa Pvt. Ltd., Panjim.
- 6) Fomento Barges Pvt. Ltd., Margao.

## GROUP II:

- 1) Shantilal Khushaldas & Bros. Pvt. Ltd., Margao.
- 2) S. Kantilal & Co. Pvt. Ltd., Margao.
- 3) Timblo Private Limited, Margao.
- 4) Rajaram Bandekar & Sons (Shipping) Pvt. Ltd., Vasco-da-Gama.
- 5) Bandekar Brothers Pvt. Ltd., Vasco-da-Gama.
- 6) Anant V. Sarmalkar, Vasco-da-Gama.
- 7) Rajaram N. S. Bandekar & Co. Pvt. Ltd. Vasco-da-Gama.
- 8) Aquarius Pvt. Ltd., Vasco-da-Gama.
- 9) Project Automobiles, Vasco-da-Gama.
- 10) Importex International, Vasco-da-Gama.
- 11) Tyresoles Concessionaires Pvt. Ltd., Vasco-da-Gama.
- 12) Tolani Ltd., Vasco-da-Gama.
- 13) Tolani Engineers Pvt., Ltd., Vasco-da-Gama.
- 14) Kalyan Shipping Lines, Margao.

## GROUP III:

- 1) Panduronga Timblo Industrias, Margao.
  - 2) D. B. Bandodkar & Sons Pvt. Ltd., Panjim.
  - 3) Agencia Commercial Maritima, Vasco-da-Gama.
  - 4) Costa River Transport, Mapusa.
  - 5) Gangadhar Narsingdas Agrawal, Margao.
- And others whose names are not appearing in Group I and Group II.

## ANNEXURE III

## Revised Rates of Dearness Allowance

Range of Basic Pay	Rate of D. A. p. m.
Upto Rs. 139	Rs. 82
Rs. 140 to 179	Rs. 99
Rs. 180 to 239	Rs. 123
Rs. 240 to 429	Rs. 147
Rs. 430 to 529	Rs. 161
Rs. 530 onwards	Rs. 165

## ANNEXURE IV

## Variable Dearness Allowance

Variable D. A. above CPI No. 215 (1949-100)

Basic Pay	V. D. A. Per Point P. M.
120-159	0.60 per cent of pay subject to a minimum of Rs. 83-30 Paise.

Before Shri R. V. Kollali, Presiding Officer, Industrial Tribunal Cum Labour Court, Dona Paula

Reference No. IT/6/76

Supplementary Award No. 3

1. The President/General Secretary, Goa Dock Labour Union, Vasco-da-Gama. ... 1st Party
2. The President/General Secretary, United Bargemen's Association, Vasco-da-Gama, Goa.

V/s.

Employers/Owners of all Barges and Inland Vessels in Goa. ... 2nd Party

- i) M/s. Mackinnon Mackenzie & Co. Ltd., Bombay.

The above dispute between the Barge Crew and their various employees was referred for adjudication by this Tribunal and details thereof have been set out in the partial award of this Tribunal published in the Official Gazette of Goa, Daman and Diu dated 28-5-1977, Series II, No. 8. Some of the concerned employees and their employers settled their disputes under separate settlement and the said partial award was made incorporating various settlements which were reported to this Tribunal.

M/s. Mackinnon Mackenzie and Co. Ltd., and all their 23 workmen entered into a settlement of 16-5-77, resolving the dispute about which the reference has been made to this Tribunal. A joint memo with copy of the settlement Exh. 25 and a file Exh. 25(a) of the consent of each one of the 23 employees was filed by the United Bargemen's Association and the employer's representative requesting that the settlement be accepted and award be made in terms of it.

The settlement is on the same lines as those which have merged in the partial award referred to above. Under it, the workmen get an increase ranging from Rs. 105 to Rs. 209/- with retrospective effect from 1-1-75. The joint memo also recites that the payments which were to be made to the workmen under the settlement have been made and accepted in June, 1977. In view of the these circumstances, the settlement is accepted as conferring an advantage on the workmen and as being conducive to peaceful industrial climate. An award is made accordingly.

## AWARD

An award is made in terms of the settlement of 16th May, 1977, between M/s. Mackinnon Mackenzie and Co. Ltd. and all their employees. The settlement shall form part of and be annexed to this award.

Dated: — 1-8-77.

(R. V. KOLLALI)

Place: — Dona Paula.

Presiding Officer

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary (Industries and Labour).



## MEMORANDUM OF SETTLEMENT

(Under Sec.2(p) r/w Sec.18(i) of the Industrial Disputes Act)

## NAMES OF THE PARTIES

## Representing Employer

(A. Singh)  
Assistant Manager,  
M/s. Mackinnon Mackenzie  
& Co. Limited,  
Bombay

## Representing Bargecrew

1. Shri G. D. Bhadkamkar, General Secretary, United Bargemen's Association, Vasco-da-Gama.
2. Shri G. R. Sawant, Secretary, United Bargemen's Association, Vasco-da-Gama.

## SHORT RECITAL OF THE CASE

THIS SETTLEMENT made at Vasco-da-Gama on the 16th day of May 1977 BETWEEN M/s. Mackinnon Mackenzie & Co. Ltd., Bombay AND their Bargecrew represented by the United Bargemen's Association (hereinafter referred to as "the Association").

WHEREAS the Association submitted a Charter of Demands dated 25th April 1975 to the Bargeowner who is a party to this Settlement;

AND WHEREAS the Bargeowners appointed a Negotiating Committee to discuss, negotiate and settle with the Association on their behalf in respect of the Charter of Demands submitted by the Association;

AND WHEREAS the said Committee, pending finalisation of the settlement, arrived at an agreement in respect of the demand for interim relief on 13th August 1975;

AND WHEREAS the Government of Goa, Daman and Diu by their order dated 27-3-1976 referred the dispute in connection with the service conditions of the Bargecrew for adjudication by the Industrial Tribunal, Goa, Daman and Diu and the said Reference is marked as Reference (IT) No. 6 of 1976;

AND WHEREAS the Association filed a Special Civil Application No. 62 of 1976 in the Court of the Judicial Commissioner for Goa, Daman and Diu;

AND WHEREAS pursuant to further discussions and negotiations the majority of the bargeowners have arrived at settlement dated 12-3-1977 to the intent that it shall be binding on them in terms of Section 2(p) read with Section 18 of The Industrial Disputes Act, 1947 (hereinafter referred to as "the Act").

AND WHEREAS the Bargeowner, who is a party to this settlement, could not sign the said settlement on 12th March 1977 due to certain genuine difficulties though the terms and conditions were accepted by the Bargeowners.

AND WHEREAS pursuant to further discussions and the negotiations the parties have arrived at the following settlement to the intent that it shall be binding on them in terms of Section 2(p) read with Section 18 of the Industrial Disputes Act 1947 (hereinafter referred to as "the Act").

NOW THIS SETTLEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES hereto as follows:

## Terms of settlement

## 1. Revision of Pay Scales and Pay Fixation:

(a) The parties agree that the revised scales Annexure I of pay will be as shown in Annexure I hereto.

(b) The new classification of the bargeowners Annexure II in three groups, as shown in Annexure II hereto, shall come into force with effect from 1-1-1977 and the Bargeowner is classified in Group III of the Annexure II.

(c) The revised scales of pay shall come into effect from 1-5-1977.

## 2. Dearness Allowance:

The parties agree that with effect from 1-5-77 Annexure III the existing rates of dearness allowance will be revised as per Annexure III to this Settlement.

## 3. Variable Dearness Allowance:

The Variable Dearness Allowance shall be paid Annexure IV as per rates shown in Annexure IV attached hereto, with effect from 1-5-1977.

## 4. Compensatory Allowance:

The Bargeowner agrees to introduce with effect from 1-5-1977 Compensatory Allowance at the rate of 8% of the basic wages p.m. payable to the bargecrew.

## 5. House Rent Allowance:

The parties agree that with effect from 1-5-1977, the House Rent Allowance will be revised from 8% to 10% of the basic wages p.m. of the Bargecrew subject to a minimum of Rs. 15/- and maximum of Rs. 55/- per month. Save and except to the extent mentioned above, the existing terms and conditions of payment of House Rent Allowance to barge crew shall continue.

## 6. Washing Allowance:

The Bargeowner agrees to pay to every Bargecrew Rs. 5/- per month as washing allowance with effect from 1-5-1977.

## 7. Boarding Allowance:

The existing compensatory/boarding allowance shall be revised with effect from 1-5-1977 from 31% to 40% of basic wages with a minimum of Rs. 55/- per month and shall henceforth be termed as Boarding Allowance. No dearness allowance will be admissible on this allowance. But it will be counted for the purposes of Bonus, Gratuity, Provident Fund and leave benefits.

## 8. Food Subsidy:

In consideration of the Bargecrew being required to be on attendance on the barges round-the-clock and ply the barges as and when necessary, the Bargeowner agrees to pay to each Bargecrew a sum of Rs. 45/- per month as food subsidy with effect from 1-5-1977.

Note: The food subsidy shall be deemed to be wage for the purposes of short hand money Provident Fund, Bonus, Gratuity, paid leave/holidays and retrenchment compensation only.

## 9. Fittings:

The Bargecrew shall be fitted in the revised scales with effect from 1st May 1977 as per the Annexure V Annexure V to this Settlement. It is further agreed between the parties that the revised wages shall absorb 50% of the personal pay payable to existing workers and the balance of personal pay shall be adjusted in their case on the following basis:—

a) 50% balance of personal pay shall be hereafter adjusted in the future annual increments in such a manner that in any event the concerned workmen would receive 50% of his annual increment in cash every year.

b) In addition to the adjustment of personal pay as per clause (a) the balance of personal pay shall be also adjusted towards the trip incentive every month as per existing practice.

c) In no case the workmen shall receive wages less than the revised wages as shown in Annexure V alongwith the personal pay standing to their credit as on 1-5-77, until such time the balance of personal pay is absorbed in the pay gradually as stated in sub-clause (a) of this clause.

## 10. Compensatory Off:

(i) It is agreed between the parties that with effect from 1-1-1977 the bargeowners shall give compensatory off on the following pattern and they shall be credited at the rates given below to the compensatory off account at the end of each calendar year.

(a) The barge crew shall be entitled to 15 compensatory offs in each calendar year, subject to the condition that each barge crew puts in minimum actual attendance on the barge for 240 days in a calendar year. In the case of barge crew putting less than 240 days of attendance on the barge reduction in compensatory off shall be made at the rate of 1 compensatory off for 16 days of non-attendance; or

(b) The bargecrew shall be entitled to one compensatory off for every ten trips in a calendar year; whichever is higher.

(ii) It is further agreed that the first credit of compensatory offs to the account of the bargecrew in terms of clause (i) above shall be in respect of the calendar year 1976 to be credited to this account as on 1-1-1977.

However, in view of the fact that the company restarted its operation in the territory of Goa, Annexure VI Daman & Diu only since October 1976, the credit of compensatory offs to individual account of the workers will be as shown in Annexure VI to this Settlement.

#### 11. Working Hours:

The Association contends that there should be fixed working hours for the bargecrew and though the pattern of the bargecrew being required to be on board round-the-clock and ply the barges as and when required has been in force all along, this is the opportune time to revise the said pattern and the workmen should no longer be asked to work as per the existing pattern. The bargeowner on the other hand contends that changing the existing pattern is not practical or feasible as it would pose innumerable difficulties. It is therefore agreed that in consideration of the bargecrew continuing to work in accordance with existing pattern, the bargeowner has revised the existing scales as per Annexure I, Boarding Allowance as per clause 7 and have introduced Food Subsidy under clause 8 and compensatory off under clause 10.

#### 12. Overtime:

In view of the Settlement in relation to the demand of working hours the demand is not pressed and settled accordingly.

#### 13. Weekly Offs:

The existing practice of granting weekly offs shall continue.

#### 14. Leave:

##### a) Privilege Leave:

The parties agree that the barge crew shall be entitled to 30 days privilege leave with pay for actual attendance of 240 days in a calendar year. Actual attendance means actual attendance on the barge and includes the period of absence on account of accident arising out of and in the course of employment. The ratio of leave to actual days of attendance shall be maintained at the time of crediting the leave.

The Privilege Leave can be accumulated upto a maximum of hundred days at any given time.

##### b) Sick Leave

The parties agree that the existing practice shall continue and the demand is not pressed and is settled accordingly. Sick leave can be accumulated to a maximum of sixty days at any given time.

##### c) Casual Leave

The bargeowner agrees to give the bargecrew total seven days casual leave per annum on the following terms and conditions:

- i) Casual Leave shall be available to Bargecrew for emergent and unforeseen circumstances;
- ii) Casual Leave may either be prefixed or suffixed (but not both) to weekly off and/or paid holiday and/or compensatory off only.
- iii) Bargecrew shall not be entitled to take more than three days casual leave at a time.
- iv) As far as possible, sanction for Casual Leave shall be obtained in advance.
- v) Casual Leave shall not be permitted to be accumulated and shall lapse at the end of the calendar year.

#### 15. Public Holidays:

a) The parties agree that the following eight Holidays shall be declared as paid Holidays:

- (1) Republic day.
- (2) May day.
- (3) Independence Day.
- (4) Gandhi Jayanti.
- (5) Goa Liberation Day.

(6) Ganesh Chathurti.

(7) Divali.

(8) Christmas.

(b) As regards working on Holidays and payment thereof is concerned, the existing practice shall continue.

#### 16. Medical/Accident Benefit:

The existing Medical/Accident benefit provided by the Bargeowner shall continue.

#### 17. Uniforms:

The existing practice will continue.

#### 18. Goa Compensatory Allowance:

The demand is not pressed and is settled accordingly.

#### 19. Bhandaris/Cooks:

The demand is not pressed and settled accordingly.

#### 20. Leave Travel Concession:

The demand is not pressed and settled accordingly.

#### 21. Educational Allowance:

The existing practice shall continue.

#### 22. Filtered Water:

The bargeowner shall adhere to legal provisions in respect of this demand.

#### 23. Conveyance:

The existing practice shall continue.

#### 24. Postal Delivery:

The existing practice shall continue.

#### 25. Insurance Scheme:

The existing practice shall continue.

#### 26. Advance:

The demand is not pressed and settled accordingly.

#### 27. Bonus:

The Bonus shall be paid by the respective Barge-Owners in accordance with the provisions of The Payment of Bonus Act, 1965.

#### 28. Medical Facilities:

The existing medical benefits granted to the Bargecrew shall be revised with effect from 1-1-77 from Rs. 125/- per annum to Rs. 150/- per annum.

#### 29. Relieving Staff:

This demand is not pressed and settled accordingly.

#### 30. Retrenchment Protection to Bargecrew:

This demand is not pressed and settled accordingly.

#### 31. Trip Incentive Scheme:

The existing trip incentive scheme shall continue during the subsistence of this settlement.

#### 32. Gratuity:

The bargeowner will pay gratuity to the bargecrew irrespective of the salary or wages drawn by them at the date they become entitled to gratuity at the following rates:

Half month wages for each completed year of service subject to a maximum of 20 months.

#### 33. Payment of arrears:

In view of the fact that the bargecrew has not worked in Goa only during the period from 1-6-75 onwards and that the said bargecrew was Annexure VII shifted for sometime to Bombay, it is hereby agreed between the parties that the bargecrew shall receive a lump sum payment for their services in the past upto period ending 30th April 1977 as per Annexure VII to this Settlement.

**34. General:**

a) It is agreed that during the pendency of this Settlement the bargecrew and/or Association shall not raise any demand involving financial burden on the bargeowners, except Bonus under The Payment of Bonus Act, 1965.

b) This settlement shall be in force for a period of three years from the date of this Settlement and shall continue to remain in force until terminated in accordance with the provisions of the Act.

c) It is agreed that the Association will withdraw the Special Civil Application No. 62 of 1976 filed before the Judicial Commissioner.

d) The parties agree to forward jointly copies of this Settlement to the various authorities as required under the Act and Rules and further to make necessary application to the Industrial Tribunal, Goa, Daman and Diu for making an Award in terms of this Settlement.

e) The arrears payable under this Settlement by way of lumpsum payment as per Annexure VII, shall be paid to such bargecrew who in writing accept this settlement and agrees to be bound by the terms thereof.

f) The arrears arising out of this Settlement as per sub-clause (e) above will be paid in two instalments. The first instalment with the 50% of the total lumpsum amount payable under this Settlement will be paid on or before 31st May 1977 and the next instalment on or before 31st December 1977. The date of payment will be fixed in consultation with the Association and the payment will be made in the presence of Association office-bearers.

g) For purpose of calculating payment of bonus the arrears paid to the Bargecrew under this Settlement shall be taken into account as wages in the year in which payment is made provided however that such payment is in respect of items which fall under the definition of wages, in the Payment of Bonus Act, 1965.

**For Bargecrew:**

1. (G. D. Bhadkamkar)  
General Secretary,  
United Bargemen's  
Association.
2. (G. R. Sawant)  
Secretary,  
United Bargemen's  
Association.

**For Employer:**

1. (A. Singh)  
Assistant Manager  
M/s Mackinnon Mackenzie  
& Co. Ltd.

**Witnesses:**

1. Sd/-
2. Sd/-

**ANNEXURE I****Revised Scales of Pay for categories of Bargecrew**

Category	Group of	Revised Scales of Pay
Sailor	III	120-5-170-6-230
Asstt. Master (Sukhani)	} III	165-6-225-8-265-10-315
Asstt. Driver (Oilman)		
2nd Class Drivers	III	240-10-340-12-460
1st Class Drivers	}	285-12-405-14-475-16-555.
2nd Class Masters		

**ANNEXURE II****Classification of Employers/Bargeowners****GROUP I:**

- 1) V. S. Dempo & Co. Pvt. Ltd., Panjim.
- 2) Chowgule & Co. Pvt. Ltd., Mormugao.
- 3) V. M. Salgaocar & Bro. Pvt. Ltd., Vasco-da-Gama.
- 4) Salgaocar Mining Industries Pvt. Ltd., Vasco-da-Gama.
- 5) Sesa Goa Pvt. Ltd., Panjim.
- 6) Fomento Barges Pvt. Ltd., Margao.

**GROUP II:**

- 1) Shantilal Khushaldas & Bros. Pvt. Ltd., Margao.
- 2) S. Kantilal & Co. Pvt. Ltd., Margao.
- 3) Timblo Private Limited, Margao.

- 4) Rajaram Bandekar & Sons (Shipping) Pvt. Ltd., Vasco-da-Gama.
- 5) Bandekar Brothers Pvt. Ltd., Vaso-da-Gama.
- 6) Anant V. Sarmalkar, Vasco-da-Gama.
- 7) Rajaram N. S. Bandekar & Co. Pvt. Ltd. Vasco-da-Gama.
- 8) Aquarius Pvt. Ltd., Vasco-da-Gama.
- 9) Project Automobiles, Vasco-da-Gama.
- 10) Importex International, Vasco-da-Gama.
- 11) Tyresoles Concessionaires Pvt. Ltd., Vasco-da-Gama.
- 12) Tolani Ltd., Vasco-da-Gama.
- 13) Tolani Engineers Pvt., Ltd., Vasco-da-Gama.
- 14) Kalyan Shipping Lines, Margao.

**GROUP III:**

- 1) Panduronga Timblo Industries, Margao.
- 2) D. B. Bandodkar & Sons Pvt. Ltd., Panjim.
- 3) Agencia Commercial Maritima, Vasco-da-Gama.
- 4) Costa River Transport, Mapusa.
- 5) Gangadhar Narsingdas Agrawal, Margao.

And others whose names are not appearing in Group I and Group II.

**ANNEXURE III****Revised Rates of Dearness Allowance**

Range of Basic Pay	Rate of D. A. p. m.
Upto Rs. 139	Rs. 82
Rs. 140 to 179	Rs. 99
Rs. 180 to 239	Rs. 123
Rs. 240 to 429	Rs. 147
Rs. 430 to 529	Rs. 161
Rs. 530 onwards	Rs. 165

**ANNEXURE IV****Variable Dearness Allowance****Variable D. A. above CPI No. 215 (1949-100)**

Basic Pay	V. D. A. Per Point P. M.
120-159	0.60 per cent of pay subject to a minimum of Rs. 83-30 Paise.
160-249	0.50 per cent of pay subject to a minimum of Rs. 95-40 Paise.
250-349	0.40 per cent of pay subject to a minimum of Rs. 1.245/-.
350-499	0.30 per cent of pay subject to a minimum of Rs. 1.396/-.
500 and above	Rs. 1.50 Paise.

**Review of V. D. A.**

The rates of V. D. A. should be revised every six months on 1st April and 1st October, on the basis of the average All India Working Class CPI No. (Base 1949-100) for preceding six months of July-December and January-June respectively.

The fraction of the average increase in the index number should be ignored if it is less than 0.5 but 0.5 or more should be rounded off to the next higher point.

**ANNEXURE VI**

Name	Designation	Lumpsum Payment Amount
1. N. Fernandes	Sukani	2543-76
2. Noor Mohamed	Oilmen	3143-68
3. Md Jalil	Sukani	2760-27
4. Mandrekar	Khalasi (left)	164-23
5. S. D. Pagi	Khalasi (left)	248-59
6. D. Naik	Khalasi	2253-51
7. C. D'Souza	Khalasi	1461-34
8. A. Y. Khan	Khalasi	1457-66
9. V. Kamarpath	Khalasi	413-14
10. N. P. Shaha	Driver II Class	718-04

Name	Designation	Lumpsum Payment Amount	4) Mr. G. Abadin Oilman	Basic S.	165-00
11. Samir Basak	Khalasi	630-35		D. A.	99-00
12. M. S. Babu	Khalasi	554-98		V. D. A.	145-01
13. Shali Kar	Khalasi	735-33		C. A.	13-20
14. Jose Fernandes	Khalasi	2069-12		H. R. A.	16-50
15. G. T. Sheiatkar	Khalasi	1760-20		B. A.	66-00
16. M. D. Solcar	Khalasi	1451-80		F. Sub.	45-00
17. P. Marge	Khalasi (left)	1559-16		W. A.	5-00
18. Tahir Cutty	Oilman	1620-16		Total	554-71
19. R. Dangupta	Khalasi	795-59			
20. M. D. Shamsuddin	Master II Class	357-40			
21. Raman Das	Oilman	445-06	5) Mr. Samir Basak Khalasi	Basic S.	120-00
22. Rajani Hague	Khalasi	301-95		D. A.	82-00
23. Hameed	Driver I	614-88		V. D. A.	126-62
24. G. Abedin	Oilman	408-14		C. A.	9-60
25. Zafuddin	Oilman	334-99		H. R. A.	15-00
26. F. D. Borcar	Khalasi	196-51		B. A.	55-00
27. Francis Fernandes	Khalasi (left)	95-78		F. Sub.	45-00
28. G. I. Pangam	Master II Class (left)	155-38		W. A.	5-00
29. B. K. Nandi	Khalasi (left)	22-36		Total	458-22
30. P. G. Ramchandran	Oilman (left)	1553-27			
31. P. V. Shivadas	Khalasi (left)	1371-05			
32. R. Kartha	Khalasi (left)	977-83	6) Mr. Kanara Panth Khalasi	Basic S.	120-00
33. C. Roy	Driver I Class (left)	409-92		D. A.	82-00
34. C. J. Baruva	Driver I Class (left)	614-88		V. D. A.	126-62
35. Shaikh Mazdoom	Master II Class (left)	409-92		C. A.	9-60
36. C. R. Baruva	Khalasi (left)	134-20		H. R. A.	15-00
37. J. Rodrigues	Khalasi (left)	201-30		B. A.	55-00
38. M. V. Muzawar	Khalasi (left)	134-20		F. Sub.	45-00
39. Khalil Ali	Khalasi (left)	67-10		W. A.	5-00
40. L. Gomes	Khalasi (left)	1407-06		Total	458-22
41. Michael Dias	Khalasi (left)	2122-80			

## ANNEXURE V

1) Mr. M. D. Sonsu Zzache Master	Basic S.	419-00	7) Mr. R. Dasgupta Khalasi	Basic S.	120-00
	D. A.	147-00		D. A.	82-00
	V. D. A.	212-19		V. D. A.	126-62
	C. A.	33-52		C. A.	9-60
	H. R. A.	41-90		H. R. A.	15-00
	B. A.	167-60		B. A.	55-00
	F. Sub.	45-00		F. Sub.	45-00
	W. A.	5-00		W. A.	5-00
	P. P.	25-00		Total	458-22
	Total	1096-21			
2) Mr. D. P. Sahar Driver 2nd Class	Basic S.	340-00	8) Mr. Rajul Haque Khalasi	Basic S.	120-00
	D. A.	147-00		D. A.	82-00
	V. D. A.	206-72		V. D. A.	126-62
	C. A.	27-20		C. A.	9-60
	H. R. A.	34-00		H. R. A.	15-00
	B. A.	136-00		B. A.	55-00
	F. Sub.	45-00		F. Sub.	45-00
	W. A.	5-00		W. A.	5-00
	Total	940-92		Total	458-22
3) Mr. Ramandas Oilman	Basic S.	165-00	9) Mr. M. S. Babu Khalasi	Basic S.	120-00
	D. A.	99-00		D. A.	82-00
	V. D. A.	145-01		V. D. A.	126-62
	C. A.	13-20		C. A.	9-60
	H. R. A.	16-50		H. R. A.	15-00
	B. A.	66-00		B. A.	55-00
	F. Sub.	45-00		F. Sub.	45-00
	W. A.	5-00		W. A.	5-00
	Total	554-71		Total	458-22

10) Mr. Salil Kar Khalasi	Basic S. 120-00 D. A. 82-00 V. D. A. 126-62 C. A. 9-60 H. R. A. 15-00 B. A. 55-00 F. Sub. 45-00 W. A. 5-00 Total 458-22	17) Mr. A. Y. Khan Khalasi	Basic S. 140-00 D. A. 99-00 V. D. A. 127-68 C. A. 11-20 H. R. A. 15-00 B. A. 56-00 F. Sub. 45-00 W. A. 5-00 P. P. 20-00 Total 518-88
11) Tulsidas Borkar Khalasi	Basic S. 120-00 D. A. 82-00 V. D. A. 126-62 C. A. 9-60 H. R. A. 15-00 B. A. 55-00 F. Sub. 45-00 W. A. 5-00 Total 458-22	18) Mr. Mohammad Jalil Sukhani	Basic S. 195-00 D. A. 123-00 V. D. A. 148-20 C. A. 15-60 H. R. A. 19-50 B. A. 78-00 F. Sub. 45-00 W. A. 5-00 P. P. 74-00 Total 703-30
12) Mr. Dasrat Naik Khalasi	Basic S. 140-00 D. A. 99-00 V. D. A. 127-68 C. A. 11-20 H. R. A. 15-00 B. A. 56-00 F. Sub. 45-00 W. A. 5-00 Total 498-88	19) Mr. Norbert Fernandes Oilman	Basic S. 195-00 D. A. 123-00 V. D. A. 148-20 C. A. 15-60 H. R. A. 19-50 B. A. 78-00 F. Sub. 45-00 W. A. 5-00 P. P. 74-00 Total 703-30
13) Mr. Cypriano D'Souza Khalasi	Basic S. 140-00 D. A. 99-00 V. D. A. 127-68 C. A. 11-20 H. R. A. 15-00 B. A. 56-00 F. Sub. 45-00 W. A. 5-00 Total 498-88	20) Mr. Noor Ahmed Sukhani	Basic S. 195-00 D. A. 123-00 V. D. A. 148-20 C. A. 15-60 H. R. A. 19-50 B. A. 78-00 F. Sub. 45-00 W. A. 5-00 P. P. 74-00 Total 703-30
14) Mr. Joseph Fernandes Khalasi	Basic S. 140-00 D. A. 99-00 V. D. A. 127-68 C. A. 11-20 H. R. A. 15-00 B. A. 56-00 F. Sub. 45-00 W. A. 5-00 P. P. 20-00 Total 518-88	21) Mr. Tahir Kutty Oilman	Basic S. 171-00 D. A. 99-00 V. D. A. 145-01 C. A. 13-68 H. R. A. 17-10 B. A. 68-40 F. Sub. 45-00 W. A. 5-00 Total 564-19
15) Mr. G. T. Salatkar Khalasi	Basic S. 140-00 D. A. 99-00 V. D. A. 127-68 C. A. 11-20 H. R. A. 15-00 B. A. 56-00 F. Sub. 45-00 W. A. 5-00 P. P. 20-00 Total 518-88	22) Mr. Jaffrudin Oilman	Basic S. 171-00 D. A. 99-00 V. D. A. 145-01 C. A. 13-68 H. R. A. 17-10 B. A. 68-40 F. Sub. 45-00 W. A. 5-00 Total 564-19
16) Mr. Mohammad Satkar Khalasi	Basic S. 140-00 D. A. 99-00 V. D. A. 127-68 C. A. 11-20 H. R. A. 15-00 B. A. 56-00 F. Sub. 45-00 W. A. 5-00 P. P. 20-00 Total 518-88	23) Mr. Hammed Driver 1st Class	Basic S. 475-00 D. A. 161-00 V. D. A. 216-60 C. A. 38-00 H. R. A. 47-50 B. A. 190-00 F. Sub. 45-00 W. A. 5-00 P. P. 80-00 Total 1258-10

## Notification

No. 1/292/75-LAB/1415

Whereas the Lt. Governor of Goa, Daman and Diu is satisfied that it is necessary in the public interest that the industry engaged in the production supply and distribution of petroleum and petroleum products should be declared as Public Utility Service for the purposes of Industrial Disputes Act, 1947 (No. 14 of 1947).

Now, therefore, in exercise of the powers conferred under sub-clause (vi) of Clause (n) of Section 2 of the said Act, the Lt. Governor of Goa, Daman and Diu hereby declares the industry engaged in the supply and distribution of petroleum products to be public utility service for the purposes of the said Act for a period of six months with effect from 1st October, 1977.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary (Industries and Labour).

Panaji, 3rd October, 1977.

## Urban Development Department

## Order

No. 4-27-77-UDD

Read: — Offer of Appointment No. 4-53-76-UDD dated 7-7-1977.

On recommendation of the Union Public Service Commission Shri Fernando C. de Ribeiro is temporarily appointed as Surveyor in the Town and Country Planning Department, Panaji in the scale of Rs. 650-30-740-35-810-EB-35-880-40-1000-EB-40-1200 with effect from 14-9-1977 (F.N.) and posted in the same Department at Panaji.

His pay will be fixed according to rules. In addition to his pay he will be entitled to draw such allowances as may be sanctioned by Government from time to time.

The appointment is made against the post of Surveyor revived vide Government Order No. 4-1-76-UDD dated 24-7-1976.

The appointment is subject to the conditions specified in the Offer of Appointment cited above and the rules and regulations laid down by Government from time to time.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. K. Bhandare, Under Secretary (U. D. D.).

Panaji, 24th September, 1977.

## Notification

No. HS. 8-1-A-68(Part)

Read: — Notification No. HS-8-1-A/68 dated 19-4-1975.

In exercise of the powers conferred by Section 11 of the Goa, Daman & Diu Housing Board Act, 1968, and clause 3 (C) of the Goa, Daman & Diu Housing Board Rules, 1969, the Administrator of Goa, Daman and Diu is pleased to sanction 9 days leave to Shri M. S. Talaulicar, Chairman of Goa, Daman and Diu Housing Board Panaji with effect from 29-9-1977 to 7-10-1977.

The Chief Engineer (P.W.D.) should look after the work of Chairman, Housing Board in addition to his own duties during the absence of Shri M. S. Talaulicar.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. K. Bhandare, Under Secretary (U. D. D.).

Panaji, 27th September, 1977.

## Law and Judiciary Department

## Order

No. JCC/A-Misc-52(a)/77/20

Read: This Court's Order No. JCC/A-Misc-52/(a)/76/28, dated 22-9-76.

Whereas by order of even No. dated 22-9-76, the Executive Magistrates in the District of Goa were appointed as Special Judicial Magistrates and Powers of Second Class Judicial Magistrate conferred on them in respect of traffic offences punishable under the Motor Vehicles Act, 1939 and the Rules made there under for a period of one year from 1-10-76.

And whereas it is considered expedient that the appointments so made should continue beyond the specified period;

Now, therefore, it is hereby ordered that the appointments of the Executive Magistrates as Special Judicial Magistrates as above and all other arrangements made under this Court order No. JCC/A-Misc-52(a)/76/28, dated 22-9-76, be extended for a further period of one year w.e.f. 1-10-77.

By Order of the Court.

V. P. Shetye, Judicial Commissioner's Court.

Panaji, 6th September, 1977.